

विशेष नियोजन प्राधिकरण - सिडको

सिडकोचे कार्य, महाराष्ट्र प्रादेशिक नियोजन व
नगररचना अधिनियम, १९६६ चे कलम १६०
अन्वये संपुष्टात आणणेबाबत..

महाराष्ट्र शासन

नगर विकास विभाग

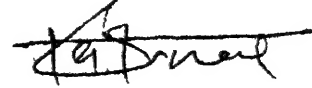
शासन अधिसूचना क्र.: टिपीएस-३२०६/४२१/प्र.क्र.९८/२००६/नवि-३०

मंत्रालय, मुंबई - ३२.

दि. १७ जून, २००६.

शासन निर्णय:- सोबतची अधिसूचना महाराष्ट्र शासनाच्या असाधारण राजपत्रात प्रसिद्ध करावी.

महाराष्ट्राचे राज्यपाल यांचे आदेशानुसार व नांवाने,



(शिवाजी पाटणकर)

महाराष्ट्र शासनाचे अवर सचिव

प्रति,

विभागीय आयुक्त, औरंगाबाद विभाग, औरंगाबाद.

जिल्हाधिकारी, नांदेड.

आयुक्त, नांदेड-वाघाळा महानगरपालिका, नांदेड.

संचालक नगररचना, महाराष्ट्र राज्य, पुणे.

व्यवस्थापकीय संचालक, नविन शहरे, निर्मल, मुंबई.

उपसंचालक नगररचना, औरंगाबाद विभाग, औरंगाबाद.

मुख्य प्रशासक (नविन शहरे), सिडको, नविन औरंगाबाद.

प्रशासक, सिडको, नविन नांदेड.

सहायक संचालक नगररचना, नांदेड शाखा, नांदेड.

व्यवस्थापक, शासकीय मुद्रणालय औरंगाबाद.

त्यांना विनंती करण्यात येते की, सोबतची अधिसूचना महाराष्ट्र शासनाच्या असाधारण राजपत्राच्या औरंगाबाद विभागीय पुरवणीमध्ये प्रसिद्ध करून तिच्या प्रत्येकी ५ प्रती या विभागास व संचालक नगर रचना, महाराष्ट्र राज्य, पुणे यांना पाठवाव्यात .

कक्ष अधिकारी, (नवि-२९) यांना विनंती करण्यात येते की, त्यांनी प्रस्तुत जाहीर अधिसूचना वेबसाईटवर प्रसिद्ध करावी.

निवड नस्ती, कार्यासन नवि-३०.

अधिसूचना
महाराष्ट्र शासन
नगर विकास विभाग,
मंत्रालय, मुंबई ४०० ०३२.
दिनांक :- १७ जून, २००६.

महाराष्ट्र प्रादेशिक नियोजन व नगररचना अधिनियम, १९६६

क्रमांक : टीपीएस-३२०६/४२१/प्र.क्र.९८/२००६/नवि-३०:- ज्याअर्थी विद्यमान नांदेड शहरालगतच्या नविन शहराचा [यापुढे "नविन नांदेड" असे उल्लेखिलेले] नियोजनबद्ध व सुयोग्य विकास होणेच्या दृष्टिने राज्य शासनाने, महाराष्ट्र प्रादेशिक नियोजन व नगररचना अधिनियम, १९६६ [१९६६ चा ३७ वा] [यापुढे "उक्त अधिनियम" असे उल्लेखिलेला] च्या कलम ४० चे उपकलम [१] अन्वये प्रदत्त अधिकारांचा उपयोग करून, अधिसूचना क्रमांक : आरपीएन-११७५/टिपी-५, दिनांक २६ सप्टेंबर, १९७५ अन्वये, शहर आणि औद्योगिक विकास महामंडळ (मर्यादित), महाराष्ट्र याची [यापुढे "सिडको" असे उल्लेखिलेले] नविन नांदेड करिता विशेष नियोजन प्राधिकरण म्हणून नियुक्ती केली आहे ;

आणि ज्याअर्थी, नांदेड नगर परिषद दिनांक २६ मार्च, १९९७ रोजी नांदेड-वाघाळा महानगरपालिकेत रूपांतरित झाली आहे ;

आणि ज्याअर्थी, नविन नांदेड क्षेत्राकरिता नियोजन प्राधिकरण सिडको असून नांदेड-वाघाळा महानगरपालिका क्षेत्रासाठी नांदेड-वाघाळा महानगरपालिका नियोजन प्राधिकरण आहे ;

आणि ज्याअर्थी, राज्य मंत्रीमंडळाच्या दिनांक १० एप्रिल, २००२ रोजीच्या बैठकीत नविन नांदेड सिडको अधिसूचित क्षेत्र नांदेड-वाघाळा महानगरपालिकेकडे हस्तांतरित करण्याचा निर्णय घेण्यात आला आहे ;

आणि ज्याअर्थी, नांदेड-वाघाळा महानगरपालिका व सिडको यांच्या मध्ये दिनांक ७ ऑक्टोबर, २००५ रोजी नागरी सुविधांचे नांदेड-वाघाळा महानगरपालिकेस हस्तांतरणाबाबत करारनामा [यापुढे "उक्त करारनामा" असे उल्लेखिलेला] झाला आहे व या दोहोंनी उक्त करारनाम्यातील शर्तीच्या अधिन राहून सदर हस्तांतरणास मान्यता दिली आहे

आणि ज्याअर्थी, नांदेड-वाघाळा महानगरपालिकेने नावामनपा/जवमा/८२३१/२००५, दिनांक २० सप्टेंबर, २००५ रोजीच्या पत्रान्वये शासनास विनंती केली आहे की, नविन नांदेडकरिता विशेष नियोजन प्राधिकरण म्हणून सिडकोची नियुक्ती संपुष्टात आणावी व नविन नांदेडचे क्षेत्र नांदेड-वाघाळा महानगरपालिकेकडे हस्तांतरित करावे ;

आणि ज्याअर्थी, नविन नांदेड क्षेत्रासाठी सिडको यांचे अस्तित्व पुढे चालू ठेवणे अनावश्यक आहे याबाबत शासनाची खात्री झाली आहे ;

आणि त्याअर्थी, शासन -

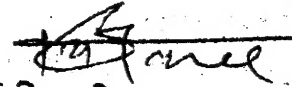
क) उक्त अधिनियमाच्या कलम १२३ चे उपकलम [१] अन्वये, सोबत परिशिष्ट-अ म्हणून जोडलेला उक्त करारनामा प्रसिद्ध करित आहे.

ख) उक्त अधिनियमाचे कलम १६० चे उपकलम [१] अन्वये प्रदत्त अधिकाराचा वापर करून असे घोषित करित आहे की, उक्त करारनाम्यातील अटी व शर्तीच्या अधिन राहून, नविन नांदेडकरिता सिडकोचे, विशेष नियोजन प्राधिकरण म्हणून कार्य दिनांक १७ जून, २००६ पासून संपुष्टात आणण्यात येत आहे आणि या दिनांकापासून उक्त अधिनियमाचे कलम १६० चे उपकलम [२] मधील तरतूदी अंमलात येतील आणि या क्षेत्रासाठी नांदेड-वाघाळा महानगरपालिका नियोजन प्राधिकरण राहील.

विशेष नियोजन प्राधिकरणाच्या सीमा दर्शविणारा नकाशा (परिशिष्ट -अ म्हणून जोडलेल्या करारनाम्यात नमूद) नागरिकांच्या अवलोकनार्थ आयुक्त, नांदेड-वाघाळा महानगरपालिका यांच्या कार्यालयात कार्यालयीन दिवशी व कार्यालयीन वेळेत ठेवण्यात आला आहे.

टिप :- प्रस्तुत अधिसूचना शासनाच्या वेबसाईटवर www.urban.maharashtra.gov.in ह्या पत्त्यावर उपलब्ध आहे.

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार व नांवाने,


{ शिवाजी पाटणकर }
महाराष्ट्र शासनाचे अवर सचिव

NOTIFICATION

**Government of Maharashtra
Urban Development Department,
Mantralaya, Mumbai 400 032.**

Dated :- the 17th June, 2006.

**Maharashtra
Regional &
Town Planning
Act 1966**

No. TPS-3206/421/CR-98/2006/UD-30 :- Whereas in exercise of the powers conferred under sub section [1] of section 40 the Maharashtra Regional and Town Planning Act, 1966 [Maharashtra XXXVII of 1966] [hereinafter referred to as "the said Act"], the State Government vide Notification No. RPN-1175/TP-5, dated the 26th September of 1975 appointed the City and Industrial Development Corporation Maharashtra Limited [hereinafter referred to as "the CIDCO"] as Special Planning Authority for planned and orderly development of New Town adjacent to the existing town of Nanded [hereinafter referred to as "the New Nanded"];

And whereas the Nanded Municipal Council has been converted into the Nanded-Waghala Municipal Corporation on 26th March of 1997 ;

And whereas the planning authority for the New Nanded is CIDCO whereas the planning authority for the area within the Nanded-Waghala Municipal Corporation Limit is the Nanded-Waghala Municipal Corporation ;

And whereas on 10th April of 2002, the State Cabinet has resolved to handing over the New Nanded CIDCO Notified area to the Nanded-Waghala Municipal Corporation ;

And whereas on 7th October of 2005, the Nanded-Waghala Municipal Corporation and the CIDCO has executed the Agreement [hereinafter referred to as "the said Agreement"] for handing over the civil amenities to the Nanded-Waghala Municipal Corporation and the both bodies i.e. the Nanded-Waghala Municipal Corporation and the CIDCO are agreed to handing over & taking over on the terms and conditions specified in the said Agreement ;

And whereas the Nanded-Waghala Municipal Corporation also made request vide its Marathi letter No. नावामनपा/जवमा/८२३१/२००५, dated 20th September, 2005 to Government of Maharashtra to cease the functions of CIDCO as Special Planning Authority for New Nanded and to transfer the area of New Nanded to the Nanded-Waghala Municipal Corporation ;

And whereas the State Government is satisfied that it is not necessary to continue existence of the CIDCO for the area of New Nanded ;

Now therefore, in exercise of powers conferred -

a) under sub-section [1] of section 123 of the said Act, Government hereby publishes the said Agreement annexed hereinafter as "परिशिष्ट - अ".

b) under section 160 of the said Act, the State Government hereby declares that CIDCO shall cease to function as Special Planning Authority for the New Nanded with effect

from 17th June of 2006 and from this date all the provisions of sub section (2) of section 160 of the said Act shall take effect therefrom and Nanded-Waghala Municipal Corporation shall be the Planning Authority for this area subject to the terms and conditions specified in the said Agreement ;

Part Plan (as mentioned in the Agreement annexed as "परिशिष्ट - अ") showing the boundaries of Special Planning Authority is kept open to the public during office hours in the office of the Commissioner of Nanded-Waghala Municipal Corporation, Nanded.

Note The aforesaid Notification is available on Government Web Site @ www.urban.maharashtra.gov.in.

By order and in the name of the Governor of Maharashtra,



[Shivaji Patankar]
Under Secretary to Government

100Rs



महाराष्ट्र MAHARASHTRA

26 SEP 2005 F 999429

क्रमांक 1681 किंमत 100/- दिनांक 3 OCT 2005

स्वीकाराचे नांव जगाहलिया दाल, राहोई, रा. सिडको नांदेड

यापासोटी मुक्कम प्रशासक सिडको च. उ. नांदेड

ए. जे. पुमाळ
मुद्रांक विकत
सिडको नवीन नांदेड.

AN AGREEMENT FOR HANDING OVER OF CIVIC SERVICES WITHIN CIDCO, NEW
NANDED NOTIFIED AREA TO
NANDED-WAGHALA MUNICIPAL CORPORATION, NANDED

AN AGREEMENT HEREBY MADE AT NANDED ON 07TH DAY OF
OCTO TWO THOUSAND FIVE

BETWEEN

CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA
LIMITED

A Company incorporated under the Companies Act, 1956 (1 of 1956), having its
Registered Office at "NIRMAL", 2nd Floor, Nariman Point, Mumbai - 400 021 (Hereinafter
referred to as "THE CIDCO" which expression shall, where the context so admits, be
deemed to include its successors and assignees) of the ONE PART.

AND

NANDED - WAGHALA MUNICIPAL CORPORATION

A Municipal Corporation having its Registered office at "Near Collector Office" Nanded
(Hereinafter referred to as "THE CORPORATION" which expression shall, where the
context so admits be deemed to include their respective heirs, executors, administrators
and representatives) on the OTHER PART.

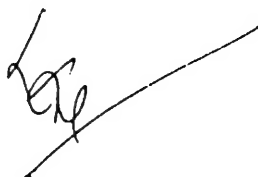
CHIEF ADMINISTRATOR(NT)
CIDCO LTD.

COLLECTOR, NANDED /
COMMISSIONER
NWMC, NANDED

WHEREAS

- i. WHEREAS, in exercise of the powers conferred by clause (b) of Sub-section (1) of Section (40) of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra XXXVII of 1966), (hereinafter referred to as "the said Act") and of all other powers enabling it in this behalf, the Government of Maharashtra had appointed the City and Industrial Development Corporation of Maharashtra Limited, (hereinafter referred to as the "said Corporation"), (being a Development Authority, so declared under sub-section (3-A), of Section 113 of the said Act under Government Notification, Urban Development, Public Health & Housing Department No.RPB-1171-18124-W-II, dated the 20th March 1971), to be the Special Planning Authority for the Nanded Notified Area as specified in the Schedule appended to the Government Notification, Urban Development & Public Health & Housing Department No.RPN-1175-TP-5, dated the 06th October 1975 (hereinafter referred to as the "said New Nanded Area").
- ii. Initially, as per the Notification, CIDCO New Nanded Project was designed for 2880.00 Ha. of land, but subsequently 2706.00 Ha. of land was deleted from time to time as the Government Resolutions passed and as on today 174.00 Ha. remain within New Nanded Notified Area. Out of which 171.93 Ha. of land has been acquired by CIDCO for its development and 2.07 Ha. Land is under process of taking the possession.
- iii. The CIDCO, after its appointment as as Special Planning Authority, has successfully completed its duty of creation of Notified New Nanded Project and, for the area of New Nanded, the Nanded-Waghala Municipal Corporation is successor in interest. Being Planning Authority, the Nanded-Waghala Municipal Corporation owes statutory duty in terms of provisions of the Bombay Provisional Municipal Corporation Act, 1949 to maintain and operate all the civic amenities provided in the New Town and further empowered to levy Property Tax within the area of New Town.
- iv. The decision was taken on 10.04.2002 in the Cabinet Meeting held at Aurangabad to transfer the services within CIDCO New Nanded Notified Area to NWMC, Nanded. And thereafter the meetings was held from time to time between CIDCO Officials & NWMC Officials in the presence of Hon'ble Minister for Revenue & Protocol, Shri.Ashokraoji Chavan vide dated 19.12.2002 & 14.10.2003 respectively for the negotiations & discussions to transfer the services.

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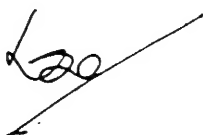
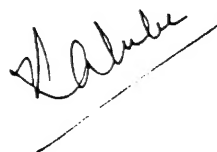
(03)

- v. It was agreed by both of the Departments that the CIDCO New Nanded Notified Area be handed over to NWMC, Nanded on "AS IS WHERE IS BASIS" and the amount towards maintenance would pay Rs 272.00 Lacs and other property worth Rs. 100.00 Lacs consisting of Community Centre, Primary Health Centre, Zilla Parishad Primary School and Two Open Plots reserved for Social Facility.
- vi. It was also finalized that unsold property would remain with CIDCO which would be handed over in due course of time after its development.
- vii. Accordingly, the Government of Maharashtra has passed a Resolution vide No.NVC-30-2004-2772-PK-188-04-UD-22, dated 18.03.2005 & directed NWMC, Nanded that to implement the Government Resolution and pass the resolution in their General Body Meeting to handing over of services within a month as per Clause 448 (1) of Bombay Provincial Municipal Corporations Act, 1949
- viii. After due negotiations and discussions, the NWMC, Nanded agreed and passed the Resolution in their General Body Meeting vide dated 19.09.2005 to take over the services from CIDCO New Nanded Notified Area and CIDCO agreed to handover the area of New Nanded Project more particularly described and delineated on the map annexed herewith as Annexure-I alongwith all the basic infrastructure and civil amenities provided in New Nanded Project on the terms and conditions referred hereinafter.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

01. All Annexures and Schedules attached to this Agreement shall form part and parcel of this Agreement as per the points taken & passed in the General Body Meeting of NWMC, Nanded on dated 19.09.2005
02. The CIDCO hereby agrees to release one time payment of Rs 272.00 lacs to the NWMC, Nanded upon handing over of Civic Services within CIDCO New Nanded Notified Area for maintenance & repairs to the existing services & facilities as proposed in the meeting held on 14.10.2003 & the NWMC, Nanded also agrees to accept one time payment of Rs 272.00 lacs towards the handing over of civic services from CIDCO as proposed (The details of one time payment enclosed as Annexure - II)

Contd 4

03. The NWMC, Nanded hereby agrees to incurred the received amount for the development of CIDCO area as proposed in their GBM dated 19.09.2005 at Sr.No.10 in the Resolution
04. The CIDCO hereby agrees that, the Properties worth Rs 100 00 lacs i.e Building of Sai Mangal Karyalaya, Z.P.High School, Primary Health Centre & Two nos. of vacant plots reserved for Social Facilities also be hand over to NWMC, Nanded and NWMC, Nanded hereby also agreed to take over the possession of these properties as mentioned in the resolution of G.B.M.(The details of the properties enclosed as **Annexure-III**.)
05. The CIDCO hereby retain the unsold Properties / Plots etc. with CIDCO and market the same in future. The NWMC, Nanded hereby agrees to retain the unsold properties / plots etc. with CIDCO and also taken over the services after development of the same in future.
06. The CIDCO hereby agreed to provide the survey list of unauthorised constructions as well as encroachments etc. to NWMC, Nanded in the process of handing over of civic services to NWMC, Nanded. The NWMC, Nanded also agreed for the same.
07. The CIDCO hereby agreed to provide property list of the tenement holders, Plot holders, Mondha Associations etc. to NWMC, Nanded in the process of handing over of civic services to NWMC, Nanded. The NWMC, Nanded also agreed for the same.
08. The CIDCO hereby agreed that, CIDCO will pay the amount in respect of the acquired land for road in Survey No.50 (Vasarni) after receiving the final judgement of Hon'ble High Court.
09. The CIDCO agrees to transfer and the NWMC, Nanded agrees to take over the Water Supply alongwith Elevated Storage Reservoirs, Ground Storage Reservoir, Pump House, Pumping Machinery including all necessary Electrical Installations, Electrical components, Machinery already commissioned, Water Supply Pipelines-Feeder & Distribution etc., Hand Pumps, more particularly described in **Annexure- IV** with all scheme, details, plans duly signed by the concerned authority etc complete on "As is where is basis".

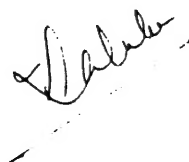
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(05)

10. The CIDCO agrees to transfer and the NWMC, Nanded agrees to take over Sewage Treatment Plant, Sewage Pump House including all its machineries, Electrical Installations, Components, more particularly described in Annexure-V with all schemes, details, plans, duly signed by concerned authority etc. complete on "As is where is basis".
11. The CIDCO agrees to transfer and the NWMC, Nanded agrees to take over the Roads, Playgrounds, Open Spaces, Gardens etc. on "As is where is basis". The details are annexed herewith as Annexure-VI duly signed by concerned authority. (Separate lease deed for 99 years shall be executed).
12. The CIDCO agrees to transfer and the NWMC, Nanded agrees to take over the Street Lights and its Electrical Network, Poles etc. complete on "As is where is basis". The details are annexed herewith as Annexure-VII duly signed by concerned authority.
13. The CIDCO agrees to transfer and the NWMC, Nanded agrees to take over the (a) Sewerage systems & its entire network etc. complete & (b) Storm Water Drains & Nallahs, on "As is where is basis". The details are annexed herewith as Annexure-VIII duly signed by concerned authority.
14. It is further agreed by both the parties that, the lands below the infrastructures will be transferred on LEASE basis for a period of 99 years and NWMC, Nanded specifically agreed to use these for specified purpose mentioned in the Agreement. In the event, the NWMC, Nanded alter or change the specified use of lands, the CIDCO reserves its rights and authority to cancel the lease and resume the land without any payment of compensation to the NWMC, Nanded.
15. The NWMC, Nanded agreed that, after transfer of infrastructural facilities and services, the NWMC, Nanded shall be fully responsible and liable for operation, maintenance, repairs and up-gradations of these infrastructures and services at their own cost of expenses and, shall not have any claim against the CIDCO.

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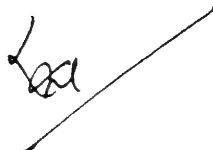
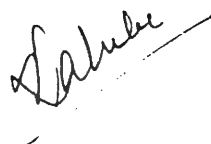
16 The CIDCO is presently carrying-out certain development works in the notified area which are to be handed over to the NWMC. Nanded CIDCO agrees to complete the on-going works & the other remaining development works so notified by CIDCO, even after handing over services to NWMC, Nanded. Besides, CIDCO shall also undertake such works for executions and completion where while (seeing the land) leasing out the land to various persons/institutions, it has undertaken to develop certain infrastructure like Drainage, Roads, Water Distribution Pipelines, Street Lighting. NWMC Nanded agrees to take over such works as and when completed, forthwith on "As is where is basis".

17. The CIDCO agree to transfer the lands under infrastructures on lease basis for a period of 99 years. Description of lands for specified use is given as follows.

Type of Services	Annexure	Area In Sq Mtrs	Annual Lease Rent @ Rs 100/- per parcel
Water Supply Lines, Storage & Pumping Stations.	IV	70335.00Rmt	Rs.100/-
STP and Pumping Stations, Sewerage Pump House and Allied machinery	V		Rs.100/-
a) Gardens	VI	a) 17439.25	Rs.100/-
b) Play Grounds	VI	b) 33620.53	Rs.100/-
c) Open Spaces	VI	c) 70574.46	Rs.100/-
Street Lights etc.	VII	1608 Nos	Rs.100/-
Underground Drainage & Sewerage systems etc	VIII	38377 00Rmt	Rs.100/-

18 The NWMC, Nanded agreed to pay Annual Lease Rent of Rs 100 00 per parcel as the annexures given, for the period starting from 1st January to 31st Decemehr or part thereof of each year. The said lease rent will be paid in advance without any deductions whatsoever on or before the 10th day of January of each and every year and, such fees shall be paid till the Lease is revoked.

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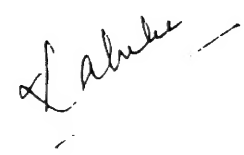
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19. In addition to the above, the machinery erected at the installation being taken over, by NWMC, Nanded as described below

Broad description of Machinery	Cost (Rs. in lacs)
I. Cost of STP & Machinery, Fixtures & Equipments etc.	54.00
II. Cost of Water Supply Equipments / Pumping Stations etc.	120.00

20. The NWMC, Nanded agrees to take over all the utilities as the details given in this agreement alongwith its allied equipment's / machinery and CIDCO agreed to handover the possession of the premises, land machinery, pump house, plants and sewerage system.
21. It has also been mutually agreed by both the parties that for all the lands which have been transferred for the purpose more particularly specified in Para 8 of this agreement, CIDCO reserves the rights to simultaneously utilise the said land for any other purpose subject to condition that, CIDCO shall have made available alternate land for providing the same services for which the lands presently are used and subject to the concurrence of the NWMC, Nanded to such change of use. The CIDCO shall also have the rights to simultaneously put the land to another use alongwith present use of land in such a way that the present services continue to be provided from the said land shall not be affected, however, this will be done in concurrence with NWMC, Nanded.
22. It is agreed that the NWMC, Nanded shall use the land exclusively for the purpose for which the CIDCO has handed over to it. In case, the NWMC, Nanded does not require the land for the designated use, the NWMC, Nanded shall deliver possession of such lands to CIDCO. The NWMC, Nanded agree that, they will not create any third party interest by way of transfer or alienation by any means, temporarily or permanently of these lands to any person or body. The NWMC, Nanded shall protect these lands from encroachments and also observe the terms & conditions of the transfer scrupulously. Any change in the land use shall entitle CIDCO to resume the lands and, NWMC, Nanded shall not dispute for handing over of the lands.

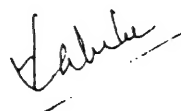
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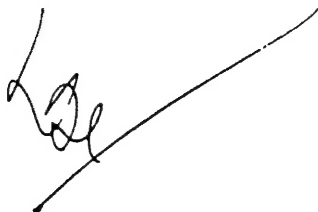
23. CIDCO has engaged various agencies for the maintenance and operation of the treatment plants, pump houses, development of gardens, sweeping, cleaning etc. on contract basis. The details of such contracts with the list of contractors & the labours working under the contractors are at **Annexure - IX**. The NWMC, Nanded may continue to avail the services of these agencies till expiry of the present contract on making payments as per the contract and shall have the right to make their arrangements as may be found suitable on the expiry of each of the contract.
24. The NWMC, Nanded agrees to take over the Maintenance & Operation of the Street Lighting of New Nanded Notified Area with immediate effect. There are some pockets where CIDCO is going to develop street lighting. The NWMC, Nanded agrees to take over the same on completion forthwith on "As is where is basis".
25. The NWMC, Nanded agrees to take over the Maintenance & Operation of the underground Sewerage System, Sewage Treatment Plant & Sewage Pump House of New Nanded Notified Area with immediate effect.
26. The NWMC, Nanded agrees to take over the Maintenance & Operation of Gardens with immediate effect.
27. The NWMC, Nanded agrees to take over the Maintenance & Operation of Roads, Storm Water Drains, Nallahs, alongwith sweeping, cleaning and garbage disposal of New Nanded Notified Area with immediate effect.
28. The NWMC, Nanded agrees to take over the Maintenance & Operation of Water Supply & its network including Elevated Storage Reservoirs, Ground Storage Reservoir, Pump House, Pumping Machinery including all its necessary Electrical Installations, Electrical Components, Machinery already commissioned, Water Supply Pipe Lines - Feeder & Distribution, Hand Pumps etc. complete of New Nanded Notified Area with immediate effect. There are some pockets where CIDCO is to develop Water Supply Distribution Network. NWMC, Nanded agrees to take over the same on completion, forthwith on "As is where is basis".
29. CIDCO reserves its rights to use of all infrastructures transferred as a result of this Agreement for its related as well as its own developmental works.

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30. On transfer of infrastructures, the powers of Planning Authority are to be exercised by the NWMC, Nanded in respect of transferred area of New Nanded by CIDCO. However, to facilitate the recovery of huge arrears to CIDCO from its buyers and lessees, it has been agreed by the NWMC, Nanded that, they will not grant Development Permission under Section (45) of the M.R.T.P. Act, 1966 without obtaining No Objection Certificate from CIDCO. Similarly the NWMC, Nanded shall not grant Occupancy Certificate without No Objection Certificate of CIDCO.
31. It is agreed between the NWMC, Nanded and the CIDCO that certain portion of land is still to be developed and disposed by the CIDCO. It shall not be required for CIDCO to approach NWMC, Nanded for development permission in respect of areas / lands being developed by the CIDCO.
32. It is further agreed between the parties that, for the purpose of protecting CIDCO's lands free from encroachment's, unauthorised occupation and unauthorised developments etc. it is imperative to remove the unauthorised occupation, developments taking place on CIDCO's land and also necessary to protect open spaces like foot-paths, road sides, etc. for which the NWMC, Nanded shall exercise the powers of Planning Authority. For the purposes of exercising the powers of planning authority, Government in Urban Development Department will be requested that, from the date of handing over services from CIDCO, NWMC, Nanded will also be the planning authority for the area taken over for all the purposes for MR&TP Act.
33. It is agreed between NWMC, Nanded and CIDCO that as per the Agreement dated 14.10.2003 & as per Government Resolution vide dated 18.03.2005, the following amount is to be paid by CIDCO to NWMC, Nanded.
- i) Rs.272.00 Lacs towards maintenance of existing services such as Roads, Storm Water Drains, Sewerage, Street Lights, Water Supply, Sweeping & Cleaning, Garden maintenance etc with the terms of "As is where is basis" and as full & final payment towards handing over of services to NWMC, Nanded.
 - ii) Property worth Rs 100.00 Lacs consisting of Community Centre, Primary Health Centre, Zilla Parishad Primary School & Two Open Plots reserved for Social Facility.

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34. The NWMC, Nanded agrees to take over the existing contract of sweeping & cleaning of CIDCO area on the same terms & conditions of the contract & continue to operate till expiry of contract period or shall terminate immediately after making alternate arrangement without making any compensation
35. The NWMC, Nanded agrees to absorb Five (05) Personnel working on work charge basis in CIDCO & CIDCO hereby also agrees to transfer their services to NWMC, Nanded as proposed in their Resolution.

IN WITNESS WHEREOF the Lessor and Lessee has / have hereinto set and subscribed his / their hands and seal the day and year first above written.

Signed & Delivered for and
On behalf of the
City & Industrial Development
Corporation of Maharashtra Ltd
By the hand of



(Shri. Vasant Gulabrao Salunke)
Chief Administrator (NT)

Signed & Delivered for and
On behalf of the
Nanded-Waghala Municipal
Corporation, Nanded
By the hand of

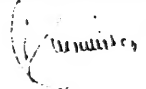



(Shri. Radheshyamji Mopalwar)
(Collector, Nanded) /
(Commissioner, NWMC, Nanded)

IN PRESENCE OF

1. Shri Jagdish L Rathod
I/c Administrator, CIDCO Nanded
2. Shri. Naeem . Z. A .
I/c Executive Engineer, CIDCO Nanded

IN PRESENCE OF

- 1) 
- 2) 
E/C (NWMC)